

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

EDWARD and SANDRA MURPHY,	:	CIVIL ACTION
Plaintiffs,	:	
	:	No. 07-CV-4417
vs.	:	
	:	
WASHINGTON MUTUAL HOME LOANS,	:	
INC., and WELLS FARGO	:	
Defendants	:	

ORDER

AND NOW, this 30th day of June, 2008, upon consideration of Defendant Wells Fargo's Motion to Dismiss Plaintiff's First Amended Complaint pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure for Failure to State a Claim Upon Which Relief May be Granted (Doc. No. 23), it is hereby ordered that the Motion is GRANTED and the First Amended Complaint is DISMISSED in its entirety as to Wells Fargo.¹

¹ A motion to dismiss pursuant to Fed.R.Civ.P. 12(b)(6) is appropriately granted only if it appears beyond doubt that the plaintiff can prove no set of facts that would entitle him to relief. *See* Buck v. Hampton Tp. School Dist., 452 F.3d 256, 260 (3d Cir. 2006). Under the Supreme Court's recent decision in Bell Atlantic Corp. v. Twombly, 127 S.Ct. 1955, 167 L. Ed. 2d 929 (2007), the pleading standard "calls for enough facts to raise a reasonable expectation that discovery will reveal evidence of" the necessary elements of a viable cause of action. Twombly, 127 S.Ct. 1955, 167 L. Ed. 2d 929, 75 U.S.L.W. 4337 (2007); Phillips v. County of Allegheny, 515 F.3d 224, 232, 234 (3d Cir. 2008) (citations omitted). "[T]he factual detail in a complaint [must not be] so undeveloped that it does not provide a defendant the type of notice of a claim which is contemplated by Rule 8. *Phillips*, 515 F.3d at 232.

It appears from the Plaintiffs' First Amended Complaint that Plaintiffs' claims against Washington Mutual Home Loan, Inc. arise out of their residential mortgage. It further appears that Defendant Wells Fargo received an assignment of Plaintiffs' mortgage loan *after* the events surrounding the Plaintiffs' allegations against Defendant Washington Mutual Home Loan, Inc. had taken place. Plaintiffs do not allege any facts concerning Wells Fargo in their Amended Complaint which can in any way be construed to support any of the sixteen causes of

BY THE COURT:

s/J. Curtis Joyner

J. CURTIS JOYNER, J.

action which they have asserted against this moving defendant. For these reasons, Wells Fargo's Motion to Dismiss is GRANTED and the First Amended Complaint is dismissed in its entirety against it.